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12 NORTHWESTERN INDUSTRIES-ARIZONA,  
INC.

13 UNITED STATES DISTRICT COURT  
14 DISTRICT OF NEVADA

15 THE WHITING-TURNER CONTRACTING  
16 COMPANY, a Maryland corporation,

17 Plaintiff,

18 v.

19 MOLLERUP GLASS COMPANY, a Utah  
corporation; EMPLOYERS MUTUAL  
20 CASUALTY COMPANY, an Iowa  
corporation; and DOES 1-25, inclusive,

21 Defendants.

22 MOLLERUP GLASS COMPANY, a Utah  
23 corporation,

24 Third Party Plaintiff,

25 v.

26 NORTHWESTERN INDUSTRIES-  
ARIZONA, INC, an Arizona corporation;  
27 DOES 1 through 100, inclusive,

28 Third Party Defendant.

Case No. 2:25-cv-00111-ART-DJA

**JOINT STIPULATION AND ~~[PROPOSED]~~  
ORDER TO AMEND THE SCHEDULING  
ORDER**

**[FIRST REQUEST]**

The Hon. Anne R. Traum

1 This Joint Stipulation to Amend the Scheduling Order is filed pursuant to Local Rule 26-3  
2 by third-party defendant Northwestern Industries-Arizona, Inc. (“NWI”), plaintiff The Whiting-  
3 Turner Contracting Company (“WTCC”), defendant and third-party plaintiff Mollerup Glass  
4 Company (“Mollerup”), and defendant Employers Mutual Casualty Company (“EMCC”)  
5 (collectively, the “Parties”). This is the Parties’ first request to amend the Scheduling Order. The  
6 Parties through their counsel of record hereby stipulate and agree as follows:

7 **I. PROCEDURAL BACKGROUND**

8 On December 6, 2024, WTCC filed a complaint against Mollerup and EMCC in the Eighth  
9 Judicial District Court for Clark County, Nevada. On January 17, 2025, Mollerup and EMCC  
10 removed the action to this Court. (Dkt. 1.). As described in the Joint Status Report filed on  
11 February 12, 2025 (Dkt. 8), this action arises out of the construction of a high-rise commercial  
12 office building owned by the Howard Hughes Corporation or its affiliated/related entities (“Project  
13 Owner”). WTCC, as Construction Manager, contracted with Defendant Mollerup to provide glass  
14 and glazing, including the installation of insulated glass units (“IGUs”) manufactured by others.  
15 Briefly, WTCC alleges that (i) a number of IGUs “have shattered randomly throughout the Subject  
16 Property,” and (ii) Mollerup breached and/or is in default of the parties’ subcontract by failing or  
17 refusing to replace all of the IGUs (including unbroken IGUs that form the vast majority of the  
18 IGUs on the Project).

19 By way of its Answer and Third-Party Complaint (“TPC”) (Dkt. 11), filed on February 13,  
20 2025, Mollerup (i) denies that it caused WTCC’s otherwise voluntary removal and replacement of  
21 unbroken IGUs, (ii) affirmatively contends that it (Mollerup) has promptly removed and replaced  
22 each and every broken IGU at its own expense and that promptly repairing and replacing each and  
23 every broken IGU at its own expense, and that WTCC’s unreasonable demand for replacement of  
24 all unbroken IGUs (which form the vast majority of IGUs at the Project) has prevented resolution  
25 of the dispute, and (iii) asserts NWI’s pass-through and direct liability, the manufacturer of the  
26 IGUs, for any damages Mollerup may be held to WTCC as well as its own costs and expenses  
27 arising from these events. WTCC disputes Mollerup’s various contentions and assertions and  
28

1 asserts that the removal and replacement of the IGUs was reasonable given the continued random  
2 shattering of glass.

3 NWI waived service on March 13, 2025, and subsequently filed a motion to dismiss the  
4 TPC in its entirety on May 9, 2025. (Dkt. 21.) NWI's motion to dismiss was fully briefed on June  
5 20, 2025, and is still pending before this Court. (Dkt. 32.) NWI disputes the allegations in the  
6 TPC and will vigorously defend itself.

7 Prior to NWI's first appearance in this action, on April 29, 2025, this Court issued the  
8 Discovery Plan and Scheduling Order submitted by WTCC, Mollerup and EMCC. (Dkt. 20.)

9 **II. DISCOVERY COMPLETED TO DATE**

10 The Parties have served extensive initial disclosures, engaged in written discovery and  
11 scheduled an in-person inspection. Voluminous document productions have been served with  
12 initial disclosures, which included investigative reports, emails, photos and testing results.

13 On June 26, 2025, Mollerup filed and served a notice of visual inspection on WTCC  
14 pertaining to approximately 60 IGUs removed from the Project by WTCC's subcontractor, Clear  
15 Solutions Group ("Clear Solutions"), which WTCC has stored at Clear Solutions' facility in Las  
16 Vegas. (Dkt. 33.) As noted in that inspection notice, the inspection was to be visual only, the  
17 purpose of which was to "assess and evaluate the general condition of the [IGUs], their storage,  
18 the condition of the premises in which they are stored and the appropriateness of the premises for  
19 more detailed inspection and/or testing to be held at a later date." Stated differently, the initial  
20 inspection was preliminary to, and in preparation for, a more detailed inspection of the IGUs by  
21 Mollerup's experts and, by extension and invitation, experts for the other parties (the "Detailed  
22 Inspection"). Expert analysis and opinion pertaining to the IGUs and alleged manufacturing  
23 defects is highly important to this action.

24 On August 6, 2025, NWI propounded its first set of interrogatories, requests for production  
25 and requests for admission on Mollerup. Mollerup accordingly responded to this first set of  
26 discovery on September 5. NWI propounded its first set of interrogatories and requests for  
27 production on EMCC on September 11, 2025. On September 18, 2025, Mollerup propounded its  
28 first set of interrogatories and requests for production on WTCC and NWI. On October 3, 2025,

1 NWI propounded its first set of interrogatories, requests for production and requests for admission  
2 on WTCC.

3 On September 16, 2025, and while the parties were negotiating and coordinating the  
4 Detailed Inspection, NWI served a notice of visual inspection on WTCC. The Parties spent  
5 several weeks coordinating availability with numerous experts on dates and have just finalized an  
6 in-person inspection on November 18, 19 and 20 (and November 21 if necessary).

7 **III. DISCOVERY THAT REMAINS TO BE COMPLETED**

8 All Parties anticipate further written discovery and foresee the need to meet and confer  
9 regarding responses. At present, EMCC's responses to NWI's outstanding first set of  
10 interrogatories and requests for production are due October 13, 2025. Similarly, NWI and WTCC  
11 must respond to Mollerup's outstanding first set of interrogatories and requests for production by  
12 October 18, 2025. WTCC's responses to NWI's first set of interrogatories, requests for  
13 production and requests for admission are due November 3, 2026.

14 The Parties also anticipate taking fact witness and expert depositions given that NWI's  
15 initial disclosures identified eight (8) witnesses, Mollerup's initial disclosures identified twenty  
16 (20) witnesses, WTCC's initial disclosures identified four (4) witnesses, and EMCC's initial  
17 disclosures identified five (5) witnesses. Further, the Parties' initial disclosures identified several  
18 investigative reports, which will likely lead to extensive expert discovery and depositions.

19 Additionally, the visual inspection is scheduled for November 18-20, and the parties  
20 anticipate potential additional inspections or testing thereafter. The Parties anticipate the results of  
21 such inspections and testing to generate the need for further discovery.

22 **IV. REASONS WHY THE SCHEDULING ORDER SHOULD BE AMENDED**

23 The current initial expert disclosure deadline is November 13, 2025; however, due to the  
24 schedules of the various parties and, in particular, the numerous experts, the visual inspection is  
25 scheduled for November 18-20, 2025, after the expert disclosure deadline. Given that this  
26 inspection will necessarily inform the expert disclosures and further discovery, the Parties agree  
27 that the current expert deadlines and the ultimate discovery cut-off of January 12, 2026 are not  
28 workable.

1 This is an expert driven case. As such, the Parties have had to expend significant time  
 2 researching and retaining experts, reviewing the previously prepared reports and materials  
 3 identified in the Parties' initial disclosures, and coordinating the upcoming inspection.

4 In addition, NWI had not yet appeared in the action when the Scheduling Order was  
 5 entered. Further, the briefing on NWI's motion to dismiss was not completed until late June, and  
 6 a decision on the motion could alter the scope of the discovery and the case. Finally, there is no  
 7 risk of prejudice, as all Parties agree that more time is needed to complete discovery.

8 **V. GOOD CAUSE TO EXTEND THE DEADLINE TO AMEND THE PLEADINGS**  
 9 **AND ADD PARTIES**

10 Federal Rule of Civil Procedure 16(b)(4) governs the modification of scheduling orders  
 11 and discovery plans. Fed. R. Civ. P. 16(b)(4) provides that "[a] schedule may be modified only for  
 12 good cause and with the judge's consent." The good cause inquiry focuses primarily on the  
 13 movant's diligence. *DRK Photo v. McGraw-Hill Global Educ. Holdings, LLC*, 870 F.3d 978, 989  
 14 (9th Cir. 2017). Additionally, Local Rule 26-3 supplements Fed. R. Civ. P. 16 and provides that  
 15 discovery plans and scheduling orders may be modified for good cause, provided that a motion to  
 16 extend is made "no later than 21 days before the expiration of the subject deadline." *See* LR 26-3;  
 17 *see also* LR IA 6-1. "Good cause" is a non-rigorous standard that has been construed broadly  
 18 across procedural and statutory contexts. *See Ahanchian v. Xenon Pictures, Inc.*, 624 F.3d 1253,  
 19 1259 (9th Cir. 2010). Requests for extensions of time made before the applicable deadline has  
 20 passed should "normally ... be granted in the absence of bad faith on the part of the party seeking  
 21 relief or prejudice to the adverse party." *Id.* (citing 4B Charles Alan Wright & Arthur R. Miller,  
 22 Federal Practice and Procedure § 1165 (3d ed. 2004)).

23 Here, good cause exists to extend the deadline for parties to amend their pleadings or add  
 24 parties. Although the parties have been in regular communication and have been diligent in  
 25 engaging in the preliminary aspects of discovery, investigation and discovery is on-going.  
 26 Additionally, expert analysis of the IGUs is scheduled for November 18-21, 2025. Additional  
 27 written discovery and the initiation of discovery depositions may identify additional potential  
 28

causes of action and/or parties. Finally, there is no risk of prejudice to the Parties because they agree additional time is needed.

**VI. PROPOSED SCHEDULE FOR COMPLETING REMAINING DISCOVERY**

The Parties request an extension to allow them to resolve any current discovery disputes, complete additional written discovery, conduct depositions, disclose expert witnesses and produce reports, and conduct expert discovery. Additionally, the Parties request that the dispositive motion cut-off be extended to allow for additional time after the close of discovery and the filing of any dispositive motions. Accordingly, the proposed deadlines are as follows:

<b>DATE</b>	<b>EVENT</b>	<b>PROPOSED DATE</b>
October 14, 2025	Amendment of Pleadings and Addition of Parties	<b>February 13, 2026</b>
November 13, 2025	Initial Expert Disclosures	<b>March 13, 2026</b>
December 12, 2025	Rebuttal Expert Disclosures	<b>April 10, 2026</b>
December 22, 2025	Deadline To File Request For Discovery Cut-Off Extension	<b>May 15, 2026</b>
January 12, 2026	Discovery Cut-Off	<b>June 5, 2026</b>
January 14, 2026	Dispositive Motion Cut-Off	<b>July 2, 2026</b>
March 13, 2026	Joint Pretrial Order Deadline	<b>August 7, 2026</b>

**IT IS SO STIPULATED.**

1 DATED this 13<sup>th</sup> day of October 2025.

2  
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THE WHITING-TURNER  
CONTRACTING COMPANY

22  
23  
24 IT IS SO ORDERED:

25   
26 UNITED STATES MAGISTRATE JUDGE  
27 DATED: 10/14/2025  
28